



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Retail and Education Collective Bargaining  
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

---

12-29-1961

## Denver Retail Grocers and Retail Clerks Union Local 7

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

**Support this valuable resource today!**

---

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact [catherwood-dig@cornell.edu](mailto:catherwood-dig@cornell.edu).

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact [web-accessibility@cornell.edu](mailto:web-accessibility@cornell.edu) for assistance.

---

## Denver Retail Grocers and Retail Clerks Union Local 7

### Location

Denver, CO

### Effective Date

12-29-1961

### Expiration Date

10-31-1964

### Number of Workers

1550

### Employer

No employer specified

### Union

Retail Clerks Union

### Union Local

7

### NAICS

44

### Sector

P

### Item ID

6178-010b039f013\_02

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

AUG 20 1964

COPY

I x 10/64

DENVER RETAIL GROCERS

and

RETAIL CLERKS UNION, LOCAL NO. 7

Chartered by the Retail Clerks International Association, AFL-CIO

Term: 12/29 /61 to 11/1/64

(Wages effective on dates as specified in contract)

(Wage rate opening on 11/1/63)

CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Recognition and Union Security	1
2	Rights of Management	3
3	Wages and Classifications	3
4	Overtime and Hours	6
5	Reporting Pay	8
6	Holidays	8
7	Seniority	10
8	Laundry	10
9	No Reduction	10
10	No Discrimination	11
11	Vacations	11
12	Store Visitation	12
13	Store Card	13
14	Grievances	13
15	Arbitration	13
16	Entire Agreement	14
17	Injury on the Job	14
18	Jury Duty	14
19	Funeral Leave	15
20	Medical, Surgical and Hospital Service - Group Life Insurance - Sick Leave	15
21	Bakery Clerks	17
22	Term of Agreement	18
	Appendix "A"	21
	Appendix "B"	25

This agreement has been  
amended or modified by a  
supplement effective date:

Nov. 1, 1963

DENVER RETAIL GROCERS

and

RETAIL CLERKS UNION, LOCAL NO. 7

Chartered by the Retail Clerks International Association, AFL-CIO

Term: \_\_\_\_\_/61 to 11/1/64

(Wages effective on dates as specified in contract)

(Wage rate opening on 11/1/63)

AGREEMENT

THIS AGREEMENT made and entered into by and between the DENVER RETAIL GROCERS, whose signatures appear on this Agreement, hereinafter referred to as the "EMPLOYER," and RETAIL CLERKS UNION, LOCAL NO. 7, Chartered by the Retail Clerks International Association, AFL-CIO, Denver, Colorado, hereinafter referred to as the "UNION."

WITNESSETH

ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer in the metropolitan area of Denver, Colorado, but excluding all store managers, caddy boys, office and clerical employees, janitors, parking lot attendants, meat department employees, hostesses and demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

Section 2. All present employees of the Employer who fall within the bargaining unit, as described in Section 1 hereof, shall, as a condition of continued employment, be or become members of Local No. 7, Retail Clerks International Association thirty-one (31) days after the signing of this Agreement, and shall remain members of the Union in good standing during the life of this Agreement.

Section 3. All employees of the Employer hired after the date of the signing of this Agreement, and who fall within the bargaining unit as described in Section 1 hereof, shall, as a condition of continued employment, become members of the Union within thirty-one (31) days following the date of their employment, and shall remain members of the Union in good standing during the life of this Agreement.

Section 4. "Good Standing" is interpreted to mean the payment or tendering of initiation fees (or uniform reinstatement fees, where applicable) and periodic Union dues to an authorized agent of the Union.

Whenever the Union requires the Employer to discharge any employee for failure to join or to maintain his membership in the Union in good standing in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent union dues to an authorized agent of the Union.

Section 5. When an employee is hired for a job which falls within the bargaining unit as described in Section 1 hereof, the Employer agrees to notify the Union within three (3) days by a post card setting forth the following information: his name and home address, his date of hiring, his Social Security number, the job for which he has been employed, and the location in which he has been put to work.



Section 6. At the time of hiring the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union in good standing as a condition of employment, during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and the name of the Union representative.

Section 7. On the \_\_\_\_\_ payday of each month, the Employer agrees to deduct the monthly Union dues (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union. The Employer agrees to remit all such deductions to the Secretary-Treasurer of the Local Union within ten (10) days after the \_\_\_\_\_ pay period of each month.

## ARTICLE 2

### RIGHTS OF MANAGEMENT

Section 8. The Employer retains the right to manage the store (or stores), to direct the working forces, and to make necessary rules and regulations for the conduct of the business, providing that the said rules and regulations are not in conflict with the terms of this Agreement in any way.

## ARTICLE 3

### WAGES AND CLASSIFICATIONS

Section 9. For the purposes of this Agreement, the terms set forth below shall have the following meanings:

- (a) "HOSTESSES AND DEMONSTRATORS" The regular duties of hostesses and demonstrators shall not include work normally done by employees covered by this Agreement.
- (b) "ASSISTANT STORE MANAGER" Any employee who serves in the capacity of manager in the absence of the regular manager in stores operating in two (2) shifts.
- (c) "HEAD CLERK" An employee designated as such by the Employer.
- (d) "CADDY BOYS" It is understood that all employees known to the Company as "Caddy Boys," and designated by the Union as "Caddy Boys," shall not be compelled to become members of the Union provided that their duties do not include any of the work of a regular clerk. These "Caddy Boys" shall not perform any of the clerk's work and their duties shall consist of only handling merchandise after it has become the property of the customer, lining up or replacing of push-carts or baskets, bringing up empty boxes from basement, and racking of empty bottles and carrying them to the back room.

Section 10. The minimum wages for the indicated classifications shall be as follows effective November 1, 1961.

	<u>Per Hour</u>	<u>Overtime Hourly Rate</u>	<u>Weekly Rate</u>
ASSISTANT STORE MANAGERS	\$2.58	\$3.87	\$103.20
HEAD CLERKS (When designated by Employer)	2.545	3.82	101.80
REGULAR CLERKS (Males)			
1st 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1.61	2.415	64.40
2nd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1.86	2.79	74.40
3rd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1.96	2.94	78.40
4th 6 mos. with a minimum of 960 hrs. actual work exp. on the job	2.08	3.12	83.20
Thereafter	2.415	3.62	96.60

	<u>Per Hour</u>	<u>Overtime Hourly Rate</u>	<u>Weekly Rate</u>
LIGHT CLERKS (Females)			
1st 6 mos. with a minimum of 960 hrs. actual work exp. on the job	\$1. 61	\$2. 415	\$ 64. 40
2nd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 81	2. 715	72. 40
3rd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 91	2. 865	76. 40
4th 6 mos. with a minimum of 960 hrs. actual work exp. on the job	2. 03	3. 045	81. 20
Thereafter	2. 365	3. 55	94. 60
FEMALE PRODUCE WRAPPER			
1st 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 66	2. 49	66. 40
Thereafter	1. 73	2. 595	69. 20

Section 11. The minimum wages for the indicated classifications shall be as follows effective November 4, 1962:

	<u>Per Hour</u>	<u>Overtime Hourly Rate</u>	<u>Weekly Rate</u>
ASSISTANT STORE MANAGERS	\$2. 68	\$4. 02	\$107. 20
HEAD CLERKS (When designated by Employer)	2. 645	3. 97	105. 80
REGULAR CLERKS (Males)			
1st 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 67	2. 505	66. 80
2nd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 92	2. 88	76. 80
3rd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	2. 03	3. 045	81. 20
4th 6 mos. with a minimum of 960 hrs. actual work exp. on the job	2. 16	3. 24	86. 40
Thereafter	2. 515	3. 77	100. 60



	<u>Per Hour</u>	<u>Overtime Hourly Rate</u>	<u>Weekly Rate</u>
<b>LIGHT CLERKS (Females)</b>			
1st 6 mos. with a minimum of 960 hrs. actual work exp. on the job	\$1. 65	\$2. 475	\$ 66.00
2nd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 85	2. 775	74.00
3rd 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 96	2. 94	78. 40
4th 6 mos. with a minimum of 960 hrs. actual work exp. on the job	2. 09	3. 135	83. 60
Thereafter	2. 445	3. 67	97. 80
<b>FEMALE PRODUCE WRAPPER</b>			
1st 6 mos. with a minimum of 960 hrs. actual work exp. on the job	1. 70	2. 55	68.00
Thereafter	1. 77	2. 655	70. 80

Section 12. Part-time employment shall be computed in accord with the appropriate hourly rate above specified.

In applying Sections 10 and 11 of Article 3 of this Agreement to any newly hired employee, the particular new employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired employee may have performed within the previous five (5) years for any other particular employer whose signature appears on this Agreement or for any other employer in a similar retail grocery operation.

#### ARTICLE 4

##### OVERTIME AND HOURS

Section 13. The workweek shall coincide with the calendar week.

Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the standard workweek for regular full-time employees.

Overtime compensation at the rate of time and one-half (1-1/2) the employee's base hourly rate of pay shall be paid under the following conditions:

- (a) For all time worked in excess of eight (8) hours in any one day.
- (b) For all time worked in excess of forty (40) hours in any one workweek as described above.

Section 14. It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work.

Section 15. Employees shall have one hour off for lunch on their own time. There shall be no split daily shifts.

Section 16. The premium rate for work performed on Sunday as such shall be time and one-half the employee's regular straight-time rate of pay. The Sunday premium shall in no instance be offset against any weekly overtime which may be due under subparagraph (b) of Section 13 above because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 13 hereof.

No employee who because of his religion has conscientious objections to working on Sunday will be required to work on Sunday as a condition of employment.

Whenever one of the holidays set forth in Section 23 occurs on either Monday or Saturday, no employee shall be required to work on the Sunday which immediately precedes or immediately follows the holiday as the case may be in the given instance; however, this shall not be construed as preventing the Employer from opening his store for business on said Sunday and utilizing employees who have no objection to working on that particular Sunday.

Section 17. The Employer will make a reasonable effort to alternate the hours of work for regular full-time employees in store operations after 6:00 P. M. so that such work may be evenly divided as far as may be practical. The above shall not apply to employees who, of their own volition, want to work the hours after 6:00 P. M. A premium of twelve and one-half cents (12-1/2¢) per hour shall be paid for all work performed between the hours of 6:00 P. M. and 12:00 midnight to all

employees who work twenty-four (24) hours or more in the workweek. A premium of fifteen cents (15¢) per hour shall be paid for all work performed between the hours of midnight and 6:00 A. M. to all employees who work twenty-four (24) hours or more in the workweek. Employees whose shifts are scheduled to end at 6:00 P. M. need not be paid any premium under this section even where it is necessary for them to remain on the job for a short period in order to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

Section 18. The Employer will give employees a relief period of ten (10) minutes in their shift before the meal period and in their shift after the meal period.

Section 19. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked.

Section 20. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked.

Section 21. In stores where time cards are used, employees shall be required to punch their own time card immediately before beginning work and immediately upon ending work. No employee shall have the right to punch another employee's time card.

## ARTICLE 5

### REPORTING PAY

Section 22. Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at his straight-time rate of pay. Any employee transferred from one store to another in a single day shall be given car fare. Employees working in two (2) stores of the Employer in any one day shall receive a full day's pay for such work.

## ARTICLE 6

### HOLIDAYS

Section 23. All employees covered by this Agreement who work twenty-four (24) hours or more in the workweek, and who have worked for the particular



Employer for six (6) months or more, shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the following day shall be observed.

As pay for an unworked holiday, regular full-time employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight time as pay for the unworked holiday.

Holiday pay for part-time employees who work twenty-four (24) hours or more in the workweek will be based on the average number of hours worked per day in the workweek immediately prior to the week in which the holiday occurs.

In order to qualify for pay for an unworked holiday, an employee, otherwise eligible for such pay under the terms of this article, must work his regularly scheduled day immediately preceding the holiday and his regularly scheduled day immediately following the holiday unless he has been previously excused from such work by the Employer or unless he was prevented from so working due to a bona fide illness.

An unworked holiday, even though paid for under the terms of this article, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

In the event that the President or the Congress of the United States should designate a national holiday in observance of the cessation of hostilities in World War II, such holiday shall be added to the six holidays set forth above.

Section 24. When a holiday falls on Sunday, the following day shall be recognized. When a holiday is worked, the employee shall be paid one and one-half (1-1/2) his regular base rate of pay in addition to the holiday pay provided herein.



ARTICLE 7

SENIORITY

Section 25. The Employer agrees to make promotions on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail, and seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

Section 26. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency.

Section 27. When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill the place of an employee receiving a lower rate of pay, he shall retain his own regular rate except in the case of actual demotion when the employee shall receive pay according to his classification. After thirty (30) days of work in a higher or lower position, the position shall be considered permanent.

ARTICLE 8

LAUNDRY

Section 28. The Employer agrees to pay for the laundry of all required caps, uniforms, smocks, aprons, towels and rags.

ARTICLE 9

NO REDUCTION

Section 29. No employee shall suffer any reduction of present hourly pay because of the adoption or through the operation of this Agreement, nor shall be reclassified to defeat the purpose of this Agreement.

## ARTICLE 10

### NO DISCRIMINATION

Section 30. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for upholding Union principles; and further, no employee who falls within the bargaining unit, member of the Union, shall be discharged without good and sufficient cause.

## ARTICLE 11

### VACATIONS

Section 31. All regular full-time employees and all part-time employees who normally work twenty-four (24) or more hours in the workweek, covered by this Agreement, shall receive one (1) week's paid vacation after one (1) year's service, and two (2) weeks' paid vacation after three (3) years' service, and three (3) weeks' paid vacation after twelve (12) years' service, (and, effective January 1, 1962, four (4) weeks' paid vacation after twenty (20) years' of continuous service); such vacations to be paid at straight-time rates; the number of hours for which such employees shall be paid for a vacation week shall be the average number of scheduled weekly hours during twelve (12) pay periods immediately preceding the beginning of the vacation period. If any one of the holidays enumerated in Article 6 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it. In the event a regular full-time employee covered by this Agreement who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than dishonesty or drunkenness, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

Section 32. Continuity of employment for the purpose of this section shall be considered as unbroken where a lapse of service due to layoff, granted leave of absence, illness or injury shall be less than a total of sixty (60) calendar days during the anniversary year. The employee's anniversary date shall be advanced by all time so lost in excess of sixty (60) calendar days in his anniversary year.

Section 33. All employees entitled to a vacation shall receive their vacation pay allowance in advance immediately preceding the employee's vacation.

Section 34. A vacation may not be waived by an eligible employee and extra pay received for work during that period unless agreed by the Union and the Employer.

Section 35. When a regular full-time employee is laid off, or discharged, or leaves his place of employment, and at said time he is entitled to a vacation, he shall receive his vacation wages at the time of the layoff or discharge, or at the time he leaves his place of employment. Provided, however, that if such employee be discharged for dishonesty or drunkenness, he shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

## ARTICLE 12

### STORE VISITATION

Section 36. The Secretary of the Union or the Business Representative thereof shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the service of the Employer. The said representatives shall make their presence known to the manager or owner, when possible, upon entering the premises. The Employer shall, upon the request of an authorized Union representative furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement.

Section 37. Before the first shift goes off on Saturday of the previous week, management will post the work schedule in each store for the following week, which work schedule shall not be changed by management for that particular workweek except where the change is predicated on circumstances beyond the control of management, such as, but not limited to, sickness, injury, leaves of absence, vacations, jury duty, wide fluctuations in volume, Acts of God and so on. This clause shall not be construed as preventing management from calling in employees



for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule or from bringing in additional employees where it appears advisable in the opinion of management.

### ARTICLE 13

#### STORE CARD

Section 38. The Union Store Card is the property of the Union and is loaned to the Employer for display. Said card may be removed from the store by the Union for any violation of this Agreement.

### ARTICLE 14

#### GRIEVANCES

Section 39. The Union may present a grievance. All grievances shall be submitted in writing within ten (10) calendar days of their occurrence and shall clearly set forth the issues and contentions of the aggrieved party or parties. Any grievance which cannot be satisfactorily adjusted by the parties can be taken to arbitration.

### ARTICLE 15

#### ARBITRATION

Section 40. In the event a dispute, misunderstanding or controversy shall arise between the parties hereto, during the life of this Agreement, respecting the interpretation, construction, intent or meaning of this Agreement, there shall be no lockout, strike, or stoppage of work, but the Employer and the Union shall submit said dispute, misunderstanding or controversy to arbitration as provided in Section 41 of this Article 15.

Section 41. A single arbitrator shall hear and determine the matter in dispute or controversy. The first case to go to arbitration shall be heard by Dean Edward C. King of the Law School of the University of Colorado. The second case to go to arbitration shall be heard by Professor Don Sears of the Law School of the University of Colorado, and the third case to go to arbitration shall be heard by



Harry Seligson of the College of Business Administration of the University of Denver. The fourth case to go to arbitration shall be heard by said Dean Edward C. King, and so on, with these three individuals rotating in the assignment as arbitrator. In the event of the inability (or self-disqualification) of any one of said individuals to serve as arbitrator when his turn arises, then his place shall be taken by that one of said individuals who is next in line.

A finding or award of the arbitrator shall be final and conclusive upon the parties hereto. The arbitrator shall have all the rights, power and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement.

#### ARTICLE 16

#### ENTIRE AGREEMENT

Section 42. This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

#### ARTICLE 17

#### INJURY ON THE JOB

Section 43. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

#### ARTICLE 18

#### JURY DUTY

Section 44. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said

jury duty not prevented him from being at work. It is specifically understood and agreed that for any employee covered by this Agreement to qualify for the benefits provided under this section, he must promptly report for work at the Employer's premises whenever his presence is not required on the jury, if such periods when his presence is not required fall during his regular working hours.

#### ARTICLE 19

##### FUNERAL LEAVE

Section 45. Effective November 1, 1962, upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved. The immediate family is defined as the employee's father, mother, spouse, children, father-in-law, mother-in-law, brother or sister. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

#### ARTICLE 20

##### MEDICAL, SURGICAL AND HOSPITAL SERVICE - GROUP LIFE INSURANCE - SICK LEAVE

Section 46. During the life of this Agreement, the Employer agrees to continue the medical, surgical and hospital service plan (commonly referred to as Comprehensive Blue Cross and Preferred Blue Shield, plus the \$50 Deductible Medical Benefit Rider) and group life insurance as set forth in Section 43 as amended and Section 45 of Article 18 of the last prior labor Agreement between the Employer and the Union which was signed by the Employer and the Union on December 18, 1958, subject to the following change therein:

"Effective with the month of February, 1962, in the event an employee elects to cover his dependent or dependents under said medical, surgical and hospital plan, the Employer will pay 50% of the cost of such dependent's coverage and the employee shall pay the other 50%."

In order to provide a ready reference, said Section 43 as amended and said Section 45 of Article 18 (including necessary changes) of said last prior labor Agreement between the Employer and the Union are attached hereto as Appendix "A".

Section 47. (A) All employees covered by this Agreement who normally work one hundred and four (104) hours a month or more and who have been continuously employed by their Employer for a period of one (1) year shall be credited with the equivalent of six (6) days' sick leave with pay.

(B) Unused sick leave shall be cumulative, and after the first year of continuous employment, said employees shall accumulate unused sick leave at the rate of one-half (1/2) day per month for each month of continuous employment in which they work one hundred and four (104) hours, but not to exceed a maximum accumulation equivalent to thirty (30) full days.

(C) A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence after the second days' absence due to sickness or non-occupational injury, and shall be paid at the rate of 75% of a day's pay for each workday's absence thereafter until such sick benefit allowance is used up.

(D) For the purpose of full-time employees, 75% of a day's pay shall mean six (6) hours' pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight time. The waiting period herein provided, before 75% of a day's pay commences, shall apply for each illness or non-occupational injury in case the sick benefit allowance has not been used up in previous illnesses or non-occupational injuries.



(E) Sick leave shall be paid to part-time employees who normally work one hundred and four (104) hours a month or more on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to 2080 hours, but can accumulate only for a maximum of five (5) years.

(F) Sick leave benefits are not convertible to cash.

(G) The sick leave plan instituted by the Employer and the Union in their last prior labor Agreement (which was signed December 18, 1958) provided for the accumulation and use of sick leave on a somewhat different basis than that herein provided. Nevertheless, any unused sick leave which an eligible employee had accumulated under said prior sick leave plan shall be credited to him for use hereunder provided the total accumulation under said prior sick leave plan, and the plan herein provided shall at no time exceed the limit provided in paragraph (B) of this Section 46.

Section 48. Sections 46 and 47 of this Article 20 are both subject to the following conditions:

(A) All qualifying periods of employment and/or requirements as to hours of employment per month relate to employment in the employ of one particular Employer and employment by more than one of the Employers whose signatures appear on this Agreement cannot be added together to determine if an employee qualifies or meets the requirements.

(B) The coverage and benefits provided by Sections 46 and 47 of this Agreement shall be in lieu of all other Health and Welfare and/or Sick Leave plans and/or Life Insurance Coverage which any and/or all of the Employers signatory to this Agreement may provide for employees covered by this Agreement.

## ARTICLE 21

### BAKERY CLERKS

Section 49. The classifications and minimum wage scales applicable to Bakery Clerks, as well as any special conditions applicable to them, are set forth



in Appendix "B" attached hereto and by this reference made a part hereof. Except for said special conditions which are different from the terms and conditions of this Agreement, the terms of this Agreement shall apply with equal force to said Bakery Clerks.

## ARTICLE 22

### TERM OF AGREEMENT

Section 50. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

THIS AGREEMENT shall be in full force and effect from the \_\_\_\_\_ day of \_\_\_\_\_, 1961, and shall remain in full force and effect until midnight the 31st day of October, 1964, and shall automatically be renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date,

specifying changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party, and the negotiations shall begin within fifteen (15) days after receipt of such notice.

It is specifically agreed that either party hereto may elect to open the wage scales set forth in Section 11 of Article 3 of this Agreement for the negotiation of rate changes by giving written notice to the other party specifying the rate changes desired on a date not less than sixty (60) days nor more than seventy-five (75) days prior to November 1, 1963. Negotiations shall begin within fifteen (15) days after the receipt of such written notice and shall be limited to the question of changes in the wage rates. If either party gives proper notice to the other party in accord with this paragraph, and the parties are unable to reach a mutually acceptable agreement as to said wage rates by November 1, 1963, then and in that event, anything to the contrary notwithstanding, this contract shall not be construed so as to prevent the Union from striking on the issue of wage rates or the Employer from locking out on the issue of wage rates until such time as the parties have reached and signed a mutually acceptable agreement as to the wage rates which shall be paid during the balance of the life of this contract.

IN WITNESS WHEREOF, the parties above named have signed their

names and/or affixed the signature of their authorized representative this 29th  
day of December, 1961.

EMPLOYERS:

Red Owl Stores, Inc.

By \_\_\_\_\_

Foodland Super Market

By \_\_\_\_\_

King Soopers, Inc.

By \_\_\_\_\_

Miller's Super Markets, Inc.  
Division of National Food Stores, Inc.

By \_\_\_\_\_

Safeway Stores, Inc.

By \_\_\_\_\_

RETAIL CLERKS UNION, LOCAL NO. 7  
Chartered by the Retail Clerks  
International Association, AFL-CIO

By \_\_\_\_\_

MSEC

JGH/bw

## APPENDIX "A"

Section 43. (A) Effective May 1, 1959, the Employer agrees to establish a medical, surgical, and hospital service program hereinafter referred to as the "Plan" as a part of this Agreement. Said Plan shall be applicable to employees covered by this Agreement as hereinafter provided in this Section 43.

(B) The Plan shall provide coverage for eligible employees as hereinafter defined in this Section 43 as provided through contract issued by Colorado Hospital Service and Colorado Medical Service, Inc., hereinafter called the 'Service.' Said Plan shall include "Blue Cross Comprehensive Plan" (Form E3A - Rev. 11-57) and "Blue Shield Preferred Plan" (Form E4P - Rev. 5-58.) -- Both as issued by the Service as of December 19, 1958 -- plus the "Medical Benefit Rider" (\$50 deductible) as currently issued by the Service as of April 24, 1959, amended to the extent shown in the letter from John J. Vance, Executive Director of The Blue Shield Plan to J. G. Howell, Director of Negotiations, Mountain States Employers Council, Inc., dated April 21, 1959.

(C) The Employer agrees to pay all periodic subscription rates as required by the Service for the coverage of eligible employees only as hereinafter defined in this Section 43 and, by the payment of such subscription rates, shall be relieved of any further liability with respect to the benefits of the Plan except as otherwise provided for in subsection (G).

(D) At the option of the employee, coverage provided by the Plan may be extended to include dependent or dependents, in accordance with the provisions of the Service contract. In the event that an employee should elect to subscribe to coverage under said Plan in excess of that for which the Employer has agreed to pay in accordance with the terms of subsection (C) above, said additional coverage shall be paid for in full by said employee. At regular intervals, such employee's Employer will deduct the cost of such additional coverage as advised



by the Service from the employee's net wages and transmit same to the Service upon written authorization from the employee.

(E) Eligibility of employees and application of coverage under the Plan shall be as follows:

- (1) Regular full-time employees shall be eligible and coverage shall be applied beginning the first of the month next immediately following the completion of thirty days from the date of their employment.
- (2) Regular short-hour employees normally working one hundred and four (104) hours or more per month for the particular Employer shall be eligible and coverage shall be applied beginning the first of the month next immediately following the completion of thirty days from the date of their employment and for each subsequent month in which he works one hundred and four (104) hours or more per month. After the regular short-hour employee has worked for such period of time as provided in (F) below, coverage will be determined in accordance with such paragraph (F).
- (3) Except as hereinafter provided, all other short-hour employees and extras shall not be eligible for coverage under the Plan.

(F) A regular short-hour employee who has been employed for a six-month period prior to May 1, 1959, or November 1, 1959, or any May 1 or November 1 thereafter during the term of this Agreement, shall have coverage determined as follows:

The Employer will review the time record of each such employee beginning May 1, 1959 and each six months thereafter. All such employees who have worked an average of one hundred and four (104) or more hours per month during the six-month period reviewed, shall be eligible and entitled to coverage under the Plan during each month of their active employment for the next following six-month period beginning May 1 or November 1 of each year, whichever the case

may be. All such employees who have not worked an average of one hundred and four (104) or more hours per month during the semi-annual period reviewed shall not be eligible for paid coverage under the Plan during the next following six-month period of their employment as specified herein.

(G) It is agreed that in the event the contract provided for in the Plan should be cancelled by the Service, the Employer will cooperate with the Union in securing prompt replacement of coverage for eligible employees. Such replacement shall be acceptable to the Union and the Employer and, insofar as possible, of comparable coverage and equal cost.

(H) Effective as of May 1, 1959, and thereafter for the life of this Agreement, the Employer will contract with an insurance company or companies, licensed to do business in the State of Colorado, (the choice of such insurance company or companies being left to the Employer's discretion) to provide eligible employees as defined in (E) above with Group Term Life Insurance in the amount of three thousand dollars (\$3,000) per covered employee, which Life Insurance shall include a provision for Accidental Death and Dismemberment, at no cost to the employee.

(I) No employee may elect to take cash in lieu of the coverage and benefits described in the preceding paragraphs of this Section 43.

(J) It is agreed between the parties that there shall be no joint Union-Employer Trusteeship in connection with the operation of the Plan; and further that any dividends resulting from life insurance coverage provided for herein shall revert to and be the property of the Employer.

Section 45. Section 43 of this Article 18 is subject to the following conditions:

(a) All qualifying periods of employment and/or requirements as to hours of employment per month relate to employment in the employ of one particular Employer and employment by more than one of the Employers whose signatures

appear on this Agreement cannot be added together to determine if an employee qualifies or meets the requirements.

(B) The coverage and benefits provided by Section 43 of this Agreement shall be in lieu of all present Health and Welfare and/or Life Insurance Coverage which any and/or all of the Employers signatory to this Agreement may now provide for employees covered by this Agreement.

APPENDIX "B"

CLASSIFICATIONS, WAGES AND SPECIAL CONDITIONS  
RELATING TO BAKERY CLERKS ONLY

The minimum wages for the indicated classifications shall be as follows  
effective November 1, 1961 to November 1, 1962:

<u>CLASSIFICATION</u>	<u>Per Hour</u>	<u>Overtime Hourly Rate</u>	<u>Weekly Rate</u>
<u>Bakery Clerk</u>			
1st 520 hours actual work experience on the job	\$1. 30	\$1. 95	\$52.00
2nd 520 hours actual work experience on the job	1. 40	2. 10	56.00
2nd 1040 hours actual work experience on the job	1. 47	2. 205	58. 80
3rd 1040 hours actual work experience on the job	1. 53	2. 295	61. 20
After 3120 hours actual work experience on the job	1. 61	2. 415	64. 40
<u>Department Managers</u>	1. 80	2. 70	72.00

The minimum wages for the indicated classifications shall be as follows  
effective November 4, 1962:

<u>CLASSIFICATION</u>	<u>Per Hour</u>	<u>Overtime Hourly Rate</u>	<u>Weekly Rate</u>
<u>Bakery Clerk</u>			
1st 520 hours actual work experience on the job	\$1. 33	\$1. 995	\$53. 20
2nd 520 hours actual work experience on the job	1. 44	2. 16	57. 60
2nd 1040 hours actual work experience on the job	1. 52	2. 28	60. 80
3rd 1040 hours actual work experience on the job	1. 59	2. 385	63. 60
After 3120 hours actual work experience on the job	1. 69	2. 535	67. 60
<u>Department Managers</u>	1. 90	2. 85	76.00

A Bakery Clerk's duties shall not include the actual mixing of dough, although they may use ovens, do icing, etc., in addition to handling, displaying and selling of bakery products.

The Department Manager is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall



not be construed as meaning that the Employer is required to designate a Department Manager for the Bakery Department in each store in which it has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the Department, depending on the set-up in the particular store, the size of the Department, etc.

Bakery Clerks and Department Managers will be considered as a separate group for the purpose of applying the seniority provisions of Article 7.

No Bakery Clerk who was employed by Safeway Stores, Inc. as of December 13, 1961, shall have their wage rates reduced as a result of the signing of this Agreement, and said employees shall continue to progress upward through the formal wage progression scale. It is specifically agreed, however, that the wage rates set out in this Appendix "B" shall apply to all Bakery Clerks and Department Managers employed by Safeway Stores, Inc. subsequent to December 13, 1961.